

**AGREEMENT  
BETWEEN  
FOND DU LAC COUNTY  
AND THE  
FOND DU LAC COUNTY DISPATCHERS ASSOCIATION  
CIVILIAN EMPLOYEE RELATIONS DIVISION  
OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
LOCAL 404  
2011-2012**

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## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO AT THE City of Fond du Lac, by and between the COUNTY OF FOND DU LAC, hereinafter referred to as Employer, and the FOND DU LAC COUNTY DISPATCHERS ASSOCIATION, hereinafter referred to as Association, who have designated the Civilian Employee Relations Division of the Wisconsin Professional Police Association as their designated representative for Non-Protective Dispatchers who are employed by the County of Fond du Lac in the Communications Department.

### **ARTICLE I. INTENT AND PURPOSE**

1.01 It is intended that the following Agreement shall be an implementation of the provisions of Wis. Stats. Ch. 111.70, consistent with that legislative authority which devolves upon the County of Fond du Lac, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Protection of Persons and Property Committee.

1.02 Both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer/employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work, and conditions of employment and to facilitate a peaceful adjustment of all grievances and disputes that may arise under this Agreement.

### **ARTICLE II. RECOGNITION**

2.01 The Employer recognizes the Association as the exclusive collective bargaining representative for the purpose of conferences and negotiations with the Employer, or its lawfully authorized representative on questions of wages, hours, and other conditions of employment for the unit of representation consisting of all regular full time and regular part time Non-Protective Dispatchers in the Fond du Lac County Department.

### **ARTICLE III. MANAGEMENT RIGHTS**

3.01 Except as otherwise provided herein, the management of the work and the direction of the force, including the right to hire, promote, transfer, demote, suspend or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reason is vested in the Employer.

3.02 The Employer shall have the right to establish reasonable work rules. The Employer agrees to provide the Union with written copy of all proposed changes to work rules not less than 7 days prior to implementing such changes.

3.03 Definition of Emergency: A catastrophic event or extreme personnel hardship as defined by management.

### **ARTICLE IV. PROBATIONARY PERIOD**

4.01 All new employees shall be employed on a six (6) month probationary period which begins after their initial training period of approximately 3 months. A probationary employee may be disciplined or discharged for any reason without recourse to the grievance procedure. Time spent in school or training away from the job during an employee's six (6) month probationary period shall not be considered as part of the six (6) month probationary period and the probationary period shall be extended equal to said time spent in school or training.

4.02 Upon completion of the probationary period, the employee shall be granted seniority rights from the date of original hire in the regular full time or regular part time position or from the date of hire as established in Section 4.04.

4.03 Probationary employees who desire hospital and surgical insurance coverage after ninety (90) days of employment shall be entitled to coverage in accordance with the contribution schedule in Section 16.01 of this Agreement.

4.04 Part-time and temporary employees who are awarded regular full-time or regular part-time positions in the same classification as that worked as a part-time and/or temporary employee shall have their date of hire adjusted as follows:

<u>Hours Worked As Part-Time And/Or Temporary Employee</u>	<u>Number of Months Date Of Hire Back Dated</u>
433 or More	3 Months
At Least 260 But Less Than 433	2 Months
At Least 87 But Less Than 260	1 Month
Less Than 87	No Adjustment

The date of hire established in accordance with the above procedure shall serve as the employee's original date of hire for purposes of seniority and vacation and sick leave accrual and eligibility for hospital and surgical insurance. There shall be no allowance for retroactive holiday accrual.

#### **ARTICLE V. DEFINITION OF EMPLOYEES**

5.01 The following definitions shall apply to this Agreement:

- a) Regular Full-Time Employee: Shall mean those employees regularly scheduled to work a full normal schedule (minimum of thirty-seven and one half (37 1/2) hours per week).
- b) Regular Part-Time Employee: Shall mean those employees regularly scheduled to work less than a full normal schedule but not less than eighteen (18) hours per week.

#### **ARTICLE VI. SENIORITY**

6.01 The Employer agrees to the seniority principal. There shall be two (2) types of seniority as follows: 1) Departmental, 2) Classification.

6.02 After completion of probationary period an employee's seniority date shall date as of the date of employment as a regular full-time or regular part-time employee within the bargaining unit with the Employer or as established pursuant to Section 4.04 of the Agreement and shall not be considered terminated except upon 1) discharge for cause, 2) voluntary quit, 3) failure to return upon the expiration of a leave of absence, 4) layoff for a period exceeding two (2) years, or 5) failure within seven (7) days after sending notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the Employer's records.

6.03 A seniority list shall be prepared and posted by the Employer. Such list shall be prepared in order of seniority and will show the names and dates of employment of all persons in the bargaining unit. A copy of such list shall be mailed to the Union and such list shall be reviewed at twelve (12) month intervals.

6.04 Any employee covered by the Agreement who is promoted within the county to a classification not within the Bargaining Unit, shall retain the seniority that he/she had as of the date of

his/her promotion for a period of up to one year following the termination date in the position to which promoted unless the termination was for cause. If the employee then fills a vacancy in a classification within the Bargaining Unit within the one year, he/she shall be credited with the seniority previously accumulated within the Bargaining Unit.

#### **ARTICLE VII. LAYOFF**

7.01 In laying off employees because of a reduction in forces, the employees with the least seniority within a job classification shall be laid off first. In reemploying, those employees with the greatest length of service shall be called back first provided, however, that they are qualified to perform the available work.

7.02 In the event of a reduction in the work force, the County agrees to notify the Association thereof as soon as reasonably possible after reaching such determination. The Association and County shall meet within three (3) working days after a request by the Association, if any, to discuss the impact of such reduction on bargaining unit employees.

7.03 An employee(s) who is unable to retain his/her present job classification due to a reduction in force may apply his/her total county seniority to bump the least senior employee, if any, within a job classification which the employee has previously held, or is qualified to perform by previous cross training. However, any employee bumping into a job classification after the start of a calendar year will not have any seniority rights within that job classification as to selection of shift, vacation, etc., during the remainder of that calendar year in regard to other employees who were employed within that job classification prior to the bumping procedure.

7.04 The employer shall provide a severance package to employees whose positions are eliminated or at risk of elimination due to budgetary reasons or operational efficiency. The severance will be equal to one month of the employee's elected employer sponsored health insurance plan for every 18 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan. Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does not currently participate in the employer sponsored health insurance, they will be compensated by a cash pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a 12 month maximum for employees that elect to retire. If the employee elects the severance package and is later recalled from layoff their sick leave balance will not be reinstated as the employer will have considered the employee fully compensated for their accrued sick leave.

#### **ARTICLE VIII. JOB POSTING**

8.01 The job posting shall be posted on all bulletin boards for a minimum of seven (7) days. The job requirements, qualifications and wage rate shall be part of the posting and sufficient space provided for interested parties to sign said posting. The Association President shall be notified and provided with a copy of each posting and upon completion of the posting, the Employer shall furnish the results of that posting (eligibility list) to an Association Officer.

8.02 All regular full-time and regular part-time employees shall be eligible to sign these periodic job postings. For job postings concerning dispatcher and correctional officer vacancies, part-time and temporary employees as well as outside applicants may be considered in the establishment of the eligibility list. The HR Director and representatives of the Communications Department shall review the list of all the employees who have signed the job postings as well as a list of interested part-time and temporary employees and outside applicants (when applicable) and establish a list of qualified employees in order of preference for filling future vacancies. The eligibility list, so established, shall be used to fill future vacancies for a period not to exceed twelve (12) months.

8.03 Candidates will be ranked in order of their qualifications with preference given to seniority and unless a junior employee or an outside applicant has clearly superior qualifications, as determined by

the HR Director and/or the department head representative of the Communications Department, the more senior employee will be ranked higher on the eligibility list. In determining qualifications, the Employer may administer applicable written and oral examination, conduct interviews and consider other pertinent factors and skills, including evaluation of the employee's work performance as an employee and the employee or applicant's prior work experience.

8.04 Qualifications Disputes: If there is any difference of opinion as to the qualifications of an employee the Association Committee and/or the Association Representative may take the matter up for adjustment through the Grievance Procedure.

8.05 Non-Protective Dispatcher vacancies in the Fond du Lac County Communications Department shall be filled from these eligibility lists.

8.06 All promotion or transfers will be for a trial period that shall not exceed six (6) months in duration. During this period an employee may return to his/her previous position at his/her choice or by request of the HR Office/Department head. To minimize disruptions in scheduling the movement of personnel:

- a) Employees who are involuntarily returned to their former classifications may be assigned to different shifts from the shifts they vacated upon promotion or transfer for a period not to exceed sixty (60) days. Employees who are involuntarily returned to their former classifications shall retain their original seniority date within that classification.
- b) Employees who voluntarily choose to return to their former classifications will be required to wait for a future vacancy within their desired classification before returning back to their former classification.

## **ARTICLE IX. VACATIONS**

9.01 Definitions: A normal full vacation day shall begin eight (8) hours prior to an employee's regularly scheduled eight (8) hour work day taken as vacation and end eight (8) hours after the end of an employee's regular scheduled eight (8) hour work day taken as vacation. Vacation pay shall be at an employee's straight time hourly rate in effect at the time of taking such vacation.

9.02 Vacation earned during the calendar year shall be determined on the basis of length of continuous service of each employee as of December 31 of each calendar year and such vacation must be taken in the calendar year following the year in which it is earned. Each regular full-time employee shall earn vacation as follows:

- a) Employees with less than seven (7) years of service shall earn vacation at the rate of one (1) day per month or major fraction thereof for each month of service (twelve (12) months shall equal twelve (12) days of vacation).
- b) Employees with more than seven (7) years of service, but less than fourteen years, shall earn vacation at the rate of one and one-half (1 1/2) days per month or major fraction thereof for each month of service (twelve (12) months shall equal eighteen (18) days of vacation).
- c) Employees with more than fourteen (14) years of service shall earn vacation at the rate of two (2) days per month or major fraction for each month of service (twelve (12) months shall equal twenty-four (24) days of vacation).
- d) Employees with more than twenty (20) years of service shall earn one (1) additional day of vacation. Total of twenty-five (25) days.

- e) Employees with more than twenty-one (21) years of service shall earn one (1) additional day of vacation. Total of twenty-six (26) days.

9.03 Regular part-time employees shall receive vacation time off on a pro rata basis as listed in Section 9.02.

9.04 Preference as to time of vacations will be given in accordance with seniority and provided it does not adversely affect the operation of the Employer. All vacation requests must be submitted between December 1<sup>st</sup> thru 15th and shall be considered by seniority (within each respective shift). Vacation requests submitted after December 15 will be considered on a first come, first served basis. Subject to the limitations cited above, the Employer will approve / deny vacation requests submitted by December 15 for use after January 1 and inform employees no later than December 23 of such approval / denial in writing.

9.05 Where fractional vacation days occur, they shall be rounded off to the nearest full day for purposes of computing pay and time off.

9.06 If unusual circumstances prevent an employee from taking vacation, the employee must apply to and receive permission from the Communications Director or his/her designee for any deviation from the vacation rules.

#### **ARTICLE X. HOLIDAY**

10.01 a) Full-Time employees: Each regular full-time employee shall receive eight (8) hours of holiday pay computed at their then regular hourly rate or time off with pay for their regularly scheduled hours of work for each of the following holidays during the term of this agreement.

##### **2011**

January 1	Saturday	New Year's Day
April 24	Sunday	Easter Sunday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	(Monday)	Labor Day
November 24	(Thursday)	Thanksgiving Day
December 24	Saturday	Day Before Christmas
December 25	Sunday	Christmas Day

##### **2012**

January 1	Sunday	New Year's Day
April 8	Sunday	Easter Sunday
May 28	(Monday)	Memorial Day
July 4	Wednesday	Independence Day
September 3	(Monday)	Labor Day
November 22	(Thursday)	Thanksgiving Day
December 24	Monday	Day Before Christmas
December 25	Tuesday	Christmas Day

- b) Floating Holidays: In addition to the above holidays listed in Section 10.01, all regular full-time employees who have completed their probationary period or 6 months after their hire date with the Employer shall be granted two (2) "Floating Holidays" to be taken at the employee's discretion, first come first serve, subject to seniority, wherever practical and provided it does not adversely affect the operations of the Employer.

10.02 Eligibility: In order to be eligible for holiday pay, an employee not scheduled to work on the holiday must have worked his/her scheduled work day immediately preceding or following the holiday or an employee scheduled to work on the holiday must work on the holiday unless his/her absence is excused by the Communications Director or his/her designee or is due to illness as established by a medical certificate satisfactory to the Employer.

10.03 In the event that a holiday falls on a regular work day within the period taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave, if the holiday day off option is taken on the timesheet in the payroll that the vacation day is used on the holiday. The vacation day will then be credited back to the employee to be used in subsequent pay periods IAW Article IX.

10.04 Probationary employees shall be entitled to holiday pay as provided above provided however, that they have been employed for at least thirty (30) days.

10.05 Employees on lay-off or unpaid leaves of absence shall not receive pay for holidays falling in such periods.

10.06 Temporary and part-time employees shall not be considered as eligible employees within this Article.

10.07 All regular part-time employees shall be entitled to holiday pay or compensatory time off as otherwise provided above on a pro rata basis.

10.08 Employees required to work on holidays shall be compensated at one and one-half times their straight time hourly rate for all hours worked on said holiday in addition to the above holiday allowance.

#### **ARTICLE XI. PAY POLICY**

11.01 All regular full-time and regular part-time employees shall be paid in accordance with Appendix A.

11.02 Promotion/ Reclassification: In the case of the promotion of any regular part-time or regular full-time employee to a classification with a higher maximum salary, such employee shall be placed into the next highest pay rate that will provide an increase in pay. The employee then shall progress to the next step in pay as outlined in the wage Exhibit. In the event an employee is promoted on his anniversary date, he shall first receive any within range increase to which he is entitled in the lower class and then the promotional salary adjustment as noted above. Demotion: In the case of a voluntary demotion of any regular part-time or regular full time employee to a classification with a lower maximum salary, such employee shall be placed within the new classification salary range at the starting rate or the rate within the classification corresponding to the length of service the employee had in that classification while an employee of Fond du Lac County unless the Employer and Association mutually agree to place the employee at a higher step in the salary range.

11.03 a) In the case of a part-time, on-call or temporary employee assuming a regular part-time or regular full-time position, such employee shall be paid at the hiring in rate of such classification the same as any new employee, except where otherwise specifically provided, wherein any such employee may be given credit for service toward the completion of probationary period, after which said employee shall be paid the rate applicable upon completion of said probationary period.

b) Regular part time employees shall progress through the pay range listed in Exhibit A utilizing the equivalent of actual paid hours per interval but in no case in less than the specified interval (months).



c) Vacation and sick leave although earned on a pro-rata basis for regular part time employees shall be used and paid out at the ratio of pay and hours normally scheduled for the individual employee.

11.04 Step-Up Pay: Employees performing the duties of a higher ranking employee shall be compensated fifty (50) cents per hour above his/her hourly rate for all hours actually worked in that capacity providing the performance of such duties is not expected as part of the job description of the employee in question.

11.05 Shift Differential:

- a) First Shift: No shift differential shall be paid to employees who work between 6:30 A.M. – 2:30 P.M.
- b) Second Shift: Employees who work between 2:30 P.M. – 10:30 P.M. shall receive additional compensation of twenty (20) cents per hour for all work performed between 2:30 P.M. – 10:30 P.M.
- c) Third Shift: Employees who work between 10:30 P.M. – 6:30 A.M. shall receive additional compensation of twenty-five (25) cents per hour for all work performed between 10:30 P.M. – 6:30 A.M.
- d) The shift differential shall not apply to paid authorized leaves of absence such as sick leave, vacation, holidays and funeral leave.

11.06 Any employee who trains another employee in the same classification for a period exceeding two (2) hours shall receive additional compensation of seventy-five cents (75¢) per hour for all such hours spent in training the employee. Management at its discretion may choose the employee to conduct the training.

11.07 The first day of a pay period shall be the implementation date for all changes in rates of pay scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days after the start of that pay period.

11.08 Any employee whose status (regular full time, regular part time, part time or temporary) changes within the same classification shall retain the step of pay in effect at the time of the change and the number of hours accrued toward the advancement to the next step in the pay scale.

11.09 Paid Briefing Schedule: All Dispatchers per shift shall be required to report fifteen (15) minutes early for briefing.

## **ARTICLE XII. WORK SCHEDULE**

12.01 Normal work schedule and work day:

- a) The normal schedule of work shall be 6-3, 6-3. At such time that the Association agrees to change the Dispatchers' 6-3 work schedule to either a 4-2 or 5-2, 5-3 work schedule, the Dispatchers' rates of pay shall be increased 2.38% across the board.
- b) The normal work day shall be eight (8) hours per day as follows:

6:30 A.M. to 2:30 P.M.	(First Shift)	Dispatchers
2:30 P.M. to 10:30 P.M.	(Second Shift)	
10:30 P.M. to 6:30 A.M.	(Third Shift)	

\* 3 days-10:30 P.M. to 6:30 A.M. then 3 days -2:30 P.M. to 10:30 P.M. (4<sup>th</sup> split shift)

In recognition of the fact that under the present operational practice Dispatchers do not receive relief for personal relief breaks, each full time Dispatcher will earn 48 hours relief time off with pay on a pro rata basis during each agreement year which will be credited to them at the beginning of the calendar year. Management is obligated to accept relief time requests if no other employee is scheduled off during that shift subject to operational needs. Relief time leave will be earned on a prorated basis and if the employee terminates employment with the county and has used their relief time leave before it was earned the county will deduct any overdrawn balance from the employees last pay check.

12.02 The shift schedules as outlined above are subject to the right of the Communications Director or his/her designee to change in an emergency or if the change will result in a measurable improvement in the service to the public or the operation of the department. A change can not be made if the sole purpose of the change is to eliminate or reduce overtime.

12.03 Shift Preference: Management will provide a seniority listing to be posted by the union for shift selection schedule by October 1<sup>st</sup> for the following calendar year. Employees shall indicate their preferred shift(s) in order of most preferred to least on the posting. The posting shall remain open until 6:30 a.m. on November 1<sup>st</sup>. The Employer shall finalize the new schedule according to the preferences requested, based on seniority.

The employee picking such shift shall work that shift except for emergencies, temporary vacancies, illness or injury.

12.04 Whenever any permanent shift vacancy occurs for any reason such vacant position (shift) shall be posted on the bulletin board for a period of seven (7) days. Anyone within a given classification desiring said vacant position shall sign the posting and the senior employee shall be awarded said shift. Prior to the filling of said position the Employer may assign personnel to said position consistent with the needs of the department.

#### 12.05 Time Exchange

- a) Purpose: To provide a mechanism for employees to receive time off from scheduled work without any loss in pay.
- b) Definitions: "Time Exchange" - Any event in which work time is exchanged with another employee.
- c) Restrictions:
  - 1) Prior approval must be received from the Communications Director or their designated representative.
  - 2) Each employee shall be limited to initiating no more than twelve (12) "time exchanges" per calendar year. Special exceptions to this provision may be granted on a case by case basis.
  - 3) Each request for a time exchange shall include the date and hours the employee desires off, the employee who will replace him/her on that date and the date that employee will work in place of the other employee involved in the switch.
  - 4) Each "time exchange" shall be completed within 30 days of the first trade date
  - 5) Employees shall not work more than ten (10) consecutive days.

#### 12.06 Overtime Off (OTO) Transfer

- a) Authorization: Changes in work shifts may be made between employees providing the Communications Director or his/her designee approves such substitution. If the Communications Director or his/her designee refuses for any reason to allow such substitution, the decision shall only be subjected to review at Step 2 of the grievance procedure. The employer will not be allowed to refuse switches arbitrarily. The employer shall not be liable for any overtime or extra shift differential due to an exchange or work hours.
- b) An employee changing work shifts in accordance with the provisions mentioned in section 12.05 Time Exchange may be repaid for working that shift by transferring to his/her overtime off (OTO) account an amount of compensatory time equivalent to the hours worked for the employee who was originally scheduled to work, providing the requesting employee has compensatory time available to be transferred. Such transfer shall be made from the overtime off account of the employee who was originally scheduled to work the shift and will be in lieu of working a different shift for the person.
- c) OTO transfers may only be used if the employee is unable to use Vacation, Floating Holiday, Relief or Overtime Off and may only be used in eight (8) hour increments.
- d) Each employee shall be limited to initiating no more than five (5) OTO transfers per calendar year which will also be counted against the allotted time exchanges permitted per year.

12.07 No employee shall work more than ten (10) consecutive days except in the case of an emergency. If management made a reasonable effort to follow the intent of this section and an employee signs a posting to work more than ten (10) consecutive days and is granted the overtime then management will be held harmless.

12.08 Any earned time off of eight (8) hours will not be cancelled once approved by management except in the case of an emergency. Earned time off includes trades made in conjunction with other earned time off which together equals eight (8) hours.

12.09 No employee shall work 16 or more hours in a 24 hour period except in the case of an emergency.

#### 12.10 Tardiness

- a) The tardy employee must advise the supervisor on duty and the communication center if he/she will be late as soon as possible. If a supervisor is not on duty, email the management team to advise of the tardiness.
- b) The tardy employee would not be paid any time he/she is not working in accordance with the current pay schedule.
- c) If staffing levels fall below current minimum staffing as defined by management, the least senior dispatcher working the prior shift who is eligible to work will be required to work until relieved by the tardy dispatcher unless another dispatcher volunteers to work.
- d) The dispatcher working during the tardy dispatcher's absence will be paid overtime for the time worked in accordance with the current pay schedule.
- e) If staffing levels do not fall below current minimum staffing as defined by management, no one would be required to stay.

### **ARTICLE XIII. CALL-IN AND OVERTIME**

13.01 Call-In. Employees who are called in to work out of their normal schedule for reasons other than appearing in court, shall receive a minimum of two (2) hours of pay at the rate of one and one-

half (1 1/2) times their straight time hourly rate in cash or compensatory time. This two (2) hour minimum shall not be paid where the hours worked are consecutive prior to or subsequent to an employee's regular schedule of hours.

13.02 Overtime. Employees who are required to work in excess of their normal schedule hours may be granted time and one-half compensatory time off for any time worked in excess of:

- a) Eight (8) hours in a day, any time worked on days outside of their regular schedule, or forty (40) hours in a seven day period (Sunday through Saturday). All regular scheduled hours and all paid authorized leaves of absence (such as sick leave, vacation, holidays, and funeral leave) shall be counted as time worked for purposes of computing overtime.
- b) Employees who work out of their normal schedule on Independence Day, Thanksgiving Day, day before Christmas, Christmas Day, New Years Day, and Memorial Day shall receive two (2) times their straight time hourly rate for all hours worked on those days.

Regular part time, part time and temporary employees will receive time and one-half for any time worked in excess of:

- a) Eight (8) hours in a day
- b) One hundred seventy-one (171) hours in a twenty-eight (28) day work period.

13.03 Compensatory Time

- a) Compensatory time earned will be recorded daily and is to be taken at a time mutually agreed upon by the Employer and employee, or at the option of the employee, the employee shall be paid for such time at one and one-half times his/her straight hourly rate. Time may be accumulated up to the maximums listed below:

Maximum Allowable  
Number of Accrued Hrs.  
of Compensatory Time

Effective  
Date or Period

72

January thru November 30

24

December 1 – Last Day of Full Pay Period for Year

b) Compensatory Time will be granted only if it does not incur overtime for the employer. Compensatory time must be used in the calendar year that it is earned and can not be carried over into the next year. Any unused balance as of the last pay period of the calendar year it was earned will be paid out on the last payroll of the calendar year.

c) Compensatory Time and Relief Time may be used without prior management approval if time off is a total of two hours or less and time off would not take staffing below the minimum staffing level as defined by management, the dispatchers working agree to it and workload is slow enough.

13.04 Whenever it is necessary to call in additional help for overtime that is scheduled with fourteen (14) or more days notice shall be handled in the following manner:

- a) The overtime shall be posted for voluntary sign up for one (1) week. The most senior person who signs up for the overtime shall work the hours signed for.

- b) If no one volunteers to work the mandatory hours, the least senior employees scheduled to work immediately before and after the vacant shift shall be ordered to work the overtime.

- 1) In the event that the least senior person is already scheduled to work a twelve (12) hour shift or three (3) consecutive work days of twelve (12) hour shifts, the next least senior employee scheduled to work would then be ordered in. The procedure described in this section shall be applied successively to each less senior employee until an employee is assigned who meets the criteria herein.

- c) Those employees being ordered in shall be notified by reasonable means, in person, phone or email, within three (3) days of the overtime posting being taken down.

- 1) The employee will be required to acknowledge by same means the ordered overtime.

13.05 Whenever it is necessary to call in additional help for overtime with less than fourteen (14) days notice and more than 24 hours, employees shall be called and offered the overtime in the following manner:

- a) Employees shall be offered and granted the overtime by seniority.
- b) If the most senior employees turn down the overtime, the least senior employees working immediately before and immediately after the vacant shift shall be ordered to work the overtime.

- 1) In the event that the least senior person is already scheduled to work a twelve (12) hour shift or three (3) consecutive work days of twelve (12) hour shifts, the next least senior employee scheduled to work would then be ordered in. The procedure described in this section shall be applied successively to each less senior employee until an employee is assigned who meets the criteria herein.

- c) If the procedures described in Section II, A and B have been applied and the shift is still vacant, the two (2) least senior employees working the shift prior to the vacancy shall be ordered to work. The hours of work shall then be determined by seniority.

13.06 The following procedures will be used specifically for vacant shifts with twenty-four (24) hour or less notice:

1. Order the two (2) least senior on-duty employees to work the vacant shift, pending the outcome of the remaining steps below.
2. Review the schedule and identify employees working immediately before and after the vacant shift. Make note of it.
3. Employees shall not be ordered to work the overtime, except in the case of an emergency, if A) the employee has already worked three (3) consecutive work days of twelve (12) hour shifts; B) working the overtime will result in working sixteen (16) or more hours in a twenty-four (24) hour period; or C) the employee is already working overtime before/after the vacant shift.
4. If an employee is working a trade on his/her day off, he/she may still be ordered to work overtime, as if it were his/her regularly scheduled work day.

5. Using the bargaining unit seniority list (most senior to least senior), offer the overtime to employees who are not already working the vacant shift. Employee's off-duty during the vacant shift due to Vacation, 8 Hours OTO, Relief, Floating Holiday, or Sick Leave should **not** be called. Voice messages shall be left for eligible employees to include the overtime shift hours available and the date of the overtime offered.
6. When notifying employees pursuant to No. 5 above, advise employees working immediately before/after the vacant shift that they are ordered to work the overtime pending the completion of the call in process. Advise the employee they will be called back to verify the order in or un-order for the overtime.
7. Continue notifications pursuant to Nos. 5 & 6 above. When notifying employees with less seniority than an employee already ordered to work the overtime, advise the less senior employee that they are ordered to work the overtime unless notified otherwise.
8. When notification using the seniority list is complete, recontact any employees that were ordered to work the overtime to advise them they are released from the work order if less senior employees have been ordered to work instead and/or employees have volunteered to work the overtime.
9. If notification has been completed and the vacant shift has not been filled and the vacant shift is the following shift, the two least senior on-duty employees who are eligible for the overtime (see No. 3 above) shall be ordered to work. If one on-duty employee volunteered to work half of the vacant shift during the notification process, the next least senior employee working shall be ordered to work the remaining half of the vacant shift, regardless of which half remains unfilled.
10. If notification has been completed and the vacant shift has not been filled and the vacant shift is not the following shift, the least senior employees working adjacent to the vacant shift that can be notified will be ordered to work the overtime.
  - Means of notification will be:
    - 2) In person in the Communications Center
    - 3) By direct phone contact (no messages)
    - 4) By work email when the employee is scheduled to work prior to the cancellation. A read receipt will be attached to email to ensure message is delivered.
11. When the vacant shift has been filled, either voluntarily or by order, employees may not "bump" an employee from the overtime assignment, even if they have more seniority than the employee(s) working the overtime. Employees desiring to work the overtime may contact any employee who has been ordered to work to offer to work the overtime instead. If such change is agreed to by the ordered employee, the employee volunteering to work for the ordered employee shall notify dispatch of the change.

Additionally, for the purposes of Sections 12.01 and 13.06 of the cba, an employee's regularly scheduled days off for the 6 on / 3 off rotation begins four (4) hours after the completion of the employee's last regularly scheduled work shift, and ends four (4) hours prior to the start of the employee's first regularly scheduled work shift.

13.07 Overtime hours that are not contiguous with another shift may be offered first as a full block of hours and if not filled, then offered to employees in blocks of time representing 50% of the available overtime.

13.08 Except in the case of an emergency:

- a) No employees shall be ordered to work more than three (3) consecutive work days of twelve (12) hour shifts.
- b) Employees shall not be ordered in for overtime during their vacations or if it would affect their normal scheduled days off, or portion thereof.
- c) Employees shall not be ordered in if it will result in sixteen (16) hours of work within a twenty-four (24) hour period.

13.09 Regular part-time, part-time and temporary employees shall not be scheduled to work overtime unless all regular full-time employees are working or unavailable to work.

13.10 In the event that the Fair Labor Standards Act requires changes in any current practice or operation, negotiations shall be instituted promptly to revise the agreement to bring the agreement and its intent into conformance with the Fair Labor Standards Act

#### **ARTICLE XIV. COURT APPEARANCE**

14.01 An employee required to appear in court at a time outside such employee's regular schedule of hours shall receive a minimum of two (2) hours of pay at time and one-half (1 1/2), in cash or compensatory time, regardless of the number of court appearances attended within a two (2) hour period. In the event that a dispatcher is required to remain in court beyond two (2) hours, he/she shall receive the minimum two (2) hours plus such additional time at time and one-half (1 1/2). Travel time is not included in the accumulation of time for payment for court appearances in Fond du Lac County. Travel time for court appearances outside of Fond du Lac County will be included in the accumulation of time for payment for all time greater than the average travel time from the employee's residence to the communications center.

14.02 In the event an appearance on a case in the morning is concluded before breaking for noon break and the employee is required to appear in the afternoon on a different case the two (2) hour minimum shall apply to the afternoon case.

14.03 In the event a case starting in the morning is continued in the afternoon the employee shall be paid a minimum of one (1) hour for any part of an hour thereof.

#### **ARTICLE XV. TRAINING**

15.01 Training: Employees who attend training, approved by the Director or his/her designee, outside their normal schedule of hours (see Section 13.02 (a)) shall receive compensation at a rate of one and one-half (1 1/2) times their regular rate of pay for such attendance. Employees who attend training during or in lieu of their normal schedule of hours shall receive straight time pay for such attendance.

#### **ARTICLE XVI. INSURANCE**

##### **16.01 Hospital and Surgical Insurance**

Regular full-time employees shall be covered by a Group Hospital, Surgical and Medical Insurance Plan, the benefits and coverages shall be established by the parties to this agreement.

The current basic plan which includes coverage for routine care and oral contraceptives includes an annual \$1250 deductible per individual, \$2500 deductible per family (in network) with additional coinsurance (90-10) based on the next \$1500 (single)/\$3000 (family) of covered services; an annual \$1875 deductible per individual, \$3750 per family (out-of-network). Fond du Lac County has contracted with a third party administrator to administrate a Health Reimbursement Arrangement to cover the difference between the high deductible plan and the deductibles and co-insurance listed below. A \$50.00 co-pay for emergency room visit is applicable but is waived if an admission occurs.

SEE CHART BELOW

		IN-NETWORK	OUT-OF-NETWORK
<b>Deductible</b>			
(\$1000 covered by HRA, Employee deductible \$250)	Single	\$1,250	\$1,875
(\$2000 covered by HRA, Employee deductible \$500)	Family	\$2,500	\$3,750
<b>Coinsurance</b>			
(employee pays \$150)	Single	90% of \$1,500	100%
(employee pays \$300)	Family	90% of \$3,000	100%
<b>Out-of-Pocket Max</b>		<i>Includes Deductible</i>	<i>Includes Deductible</i>
(HRA pays \$900 for Employees \$500 max)	Single	\$1,400	\$1,875
(HRA pays \$1800 for Employees \$1000 max)	Family	\$2,800	\$3,750
<b>Health Reimbursement Arrangement (HRA)</b>			
<b>Deductible</b>			
	Single	\$250	\$375
	Family	\$500	\$750
<b>Coinsurance</b>			
(Employee pays \$100)	Single	90% of \$1,000	60% of \$1,500
(Employee pays \$200)	Family	90% of \$2,000	60% of \$3,000
<b>Out-of-Pocket Max</b>			
(\$250 Deductible + \$100 co-ins)	Single	\$350	\$975
(\$500 deductible + \$200 co-ins)	Family	\$700	\$1,950
<b>UMR Member Coinsurance Out-of-Pocket</b>			
(Employee pays 10% of \$1500 co-ins from above)	Single	\$150	N/A
(Employee pays 10% of \$3000 co-ins from above)	Family	\$300	
<b>Total Member Out-of-Pocket</b>			
(\$250 deductible + \$100 co-ins HRA + \$150 co-ins UMR)	Single	\$500	\$975
(\$500 deductible + \$200 co-ins HRA + \$300 co-ins UMR)	Family	\$1,000	\$1,950

Said plan includes a prescription drug card which requires \$10.00 co-pay for each generic prescription medication, \$30.00 co-pay for each name brand prescription medication in the formulary and \$45.00 co-pay for each name brand prescription medication not in the formulary. Prescription medication co-pays have an out-of-pocket cap of \$350 for the Single Plan and \$700 for the Family Plan and do not count toward deductible or co-payments required under the health insurance plan. Regular part-time employees as defined in Article V, Section 5.01(b) shall be eligible for the single plan only unless the regular part-time employee has two (2) or more years of continuous service with the Employer. In that case the regular part-time employee shall also be eligible for the family plan.

The Employer reserves the right to determine the insurance carrier provided that the level of benefits, coverage and administration procedures are similar to that presently in effect. **Management also has the right to consider and implement the Wisconsin Public Employer Group Health Insurance Program.** However, the Union does not waive its right to bargain for changes in benefits in the future.



The Employer will pay as its share of the total monthly premium cost up to 85% per month of the single plan and up to 85% per month of the family plan for all regular full-time employees electing coverage and enrolled under the single and family plans. Effective January 1, 2009, the Employer will pay as its share of the total monthly premium cost up to 85% per month toward the premium for each regular part-time employee covered by the single plan and up to 75% per month toward the premium for each regular part-time employee covered by the family plan. **Contributions will be reduced to 12% if employee completes a Health Risk Assessment by November of the preceding year. HRA's will be completed at no cost to the employee. Fond du Lac County will continue to offer employees who take a HRA a discounted premium on their Health Insurance.**

Under the carrier in effect January 1, 2011, the contributions are as follows:

	Total Cost	County share	Employee share	
FT/Single	722.75	636.02	86.73	12%
FT/Family	1879.31	1653.79	225.52	12%
FT/Sing no HRA	722.75	614.34	108.41	15%
FT/Family no HRA	1879.31	1597.41	281.90	15%
RPT/Single	722.75	614.34	108.41	15%
RPT/Family	1879.31	1409.48	469.83	25%

The Employer agrees to make a contribution of \$3.00/pay period (\$78.00/year) for employees with single health insurance coverage and a contribution of \$6.00/pay period (\$156.00/year) for employees with family insurance coverage.

Prescription Drug Mail Order Benefit – Eliminate 90-day supply at retail (30 day limit).

Co-pay structure               \$20 Generic for 90 order  
   \$60 Brand Name for 90 day order  
   \$90 Non-Formulary Brand for 90 day order  
 Savings to employee by paying for reduce co-pay by 1 month.

Specialty Pharmacy – Move high cost drugs from medical plan to drug card by care management process

Virtual Clinic – Any Fond du Lac County (plus eligible family members) may use the Virtual Clinic in North Fond du Lac with no co-pay or deductible applied. Visits are of no cost to the employee (tests and lab work do go toward co-pay and/or deductible). The Virtual Clinic will also assist employees with disease management.

Note – Virtual Clinic will sunset at the end of this contract as these rates end in December 2012.

16.02 Group Life Insurance. Group Life Insurance shall be available for all employees under the Group Life Insurance Program for Employees of Wisconsin Municipalities pursuant to the rules and regulations thereto, and the Employer agrees to pay up to a maximum of \$9.00 per month toward the premium for each employee, the minimum contribution required of it as an Employer under said plan.

16.03 Wisconsin Retirement Fund. Upon the earliest of the effective date of either the passage of a state bill for employees to pay half of the Wisconsin Retirement System (WRS) General Employee contributions which for 2011 is 5.8% of gross wages or the first pay period after the effective date of county board action to require employees to pay a portion of WRS as established by the Employee Trust Funds (ETF).

16.04 Worker's Compensation Differential Pay. In the event that an employee becomes eligible for Worker's Compensation disability pay, such employee shall endorse such weekly compensation check over to the Employer and the Employer shall issue payments equal to such employee's full regular "take-home" pay in effect immediately preceding the cause of his disability for the duration of such disability but not in excess of fifteen (15) weeks of disability and pay in the aggregate. Any employee who continues to receive Worker's Compensation disability pay in excess of fifteen (15) weeks may appeal any resulting loss in take-home pay to the Finance, Taxation and Personnel Committee.

16.05 Employees shall be permitted to use their sick leave for an on-the-job injury until Worker's Compensation becomes effective; at which time any sick leave that has been used will be credited to their sick leave account upon reimbursement to the Employer of their appropriate Worker's Compensation pay by the employee.

## **ARTICLE XVII. SICK LEAVE**

17.01 Eligibility for sick leave allowance shall begin after the completion of probationary period or six months after hire date.

17.02 ONE HUNDRED TWO DAY (102) BASE ACCOUNT - Regular full time employees shall accumulate sick leave with pay at the rate of one-half (1/2) working day for each month of service during their probationary period and at a rate of one (1) working day for each month of service accumulative up to one hundred two (102) working days except new employees may not use sick leave during their probationary period or six months after hire date.

17.03 ABSENCES - Sick leave credits in any given year shall not be earned for any period of absence without pay or time otherwise not worked or paid for except that for administrative purposes, any approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be disregarded.

17.04 ACCRUAL REQUIRED BEFORE USE - Sick leave shall not be used until it has been accrued.

17.05 REGULAR PART TIME EMPLOYEES - Regular part time employees shall accumulate sick leave on a pro rata basis.

17.06 ELIGIBILITY FOR SICK LEAVE -An employee shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, pregnancy and post natal care, exposure to contagious disease and attendance upon members of the immediate family defined as husband, wife and dependent children. The employee must attempt to make other arrangements within a reasonable time for the attendance upon members of the immediate family.

17.07 The Employer shall require a medical certificate to justify the granting of sick leave in excess of three (3) days duration. The Employer may also require any employee claiming sick leave to submit to an examination by a doctor designated by the Employer at the Employer's expense.

17.08 EFFECT OF TERMINATION OF EMPLOYMENT - Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of the employment for any reason shall cancel all unused accumulated sick leave allowance except employees who retire under Wisconsin Retirement Fund, retire due to disability, or die shall be paid to the employee or his/her estate fifty (50%) percent of all accumulated sick leave. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by any County department within one (1) year.

17.09 NOTICE REQUIRED IF UNABLE TO WORK - An employee unable to report to work due to illness or injury is required to give at least two (2) hour notice prior to the start of his/her work shift unless circumstances prevent him him/her from doing so.

17.10 SICK LEAVE WHILE ON VACATION - An employee who becomes sick during the time of vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such employee:

- a) Notifies the Employer on or before one (1) hour prior to such day(s) claimed as sick days of the vacation that he is sick and intends to so claim sick payment.
- b) Furnishes a doctor's certificate for such claimed sick days.

17.11 At the end of each calendar year, the County shall pay each employee who has accumulated unused sick leave credits in excess of one hundred two (102) days, fifty (50%) percent of such excess over one hundred two (102) days of maximum accumulation. The remaining sick days not paid out will be placed in a catastrophic leave account (up to a maximum of six (6) days per year, unlimited accumulation). This account would be available if the employee has a catastrophic illness and his/her sick leave balance is at zero, then that employee will be able to draw from his/her catastrophic account to cover continued illnesses.

17.12 The County of Fond du Lac will provide for conversion of the payment for accumulated sick leave listed in Section 17.08 to a credit which will be used to pay for Fond du Lac County Group Hospital and Surgical Insurance premiums for an employee and any eligible dependents after his/her retirement. When said fund is depleted, the employee may continue in the program provided he/she pays the amount of the premium.

17.13 SICK LEAVE ON HOLIDAYS - In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave.

#### **ARTICLE XVIII. FUNERAL LEAVE**

18.01 Employees are hereby granted up to a three (3) working days leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as an employee's spouse, child, stepchild, parent, stepparent, brother, sister, daughter-in-law, son-in-law, grandchild or spouse's parent (including parent of a deceased spouse). Employees are hereby granted one (1) working day leave of absence with pay in the event of the death of other immediate relatives. Other immediate relatives are defined as an employee's grandparent, brother-in-law or sister-in-law as well as spouse of a brother-in-law or sister-in-law.

18.02 Funeral leave pay shall be granted at the employee's regular straight time rate depending on the current normal work day but not to exceed eight (8) hours for a full day and shall be limited to the scheduled time lost within the period beginning with the day of death and ending with the day after the funeral. Employees must attend the funeral or the visitation at the funeral home to be eligible for any benefits under this Article.

18.03 Authorized unpaid leave of absence may be granted by mutual agreement with the Employer and employees for the purpose of attending to post funeral arrangements.

#### **ARTICLE XIX. LEAVES OF ABSENCES WITHOUT PAY**

19.01 Military Leave. The Employer and the Union shall comply with the requirements of Federal Law with respect to the reinstatement and seniority of employees entering or returning from service in the Armed Forces of the United States.

19.02 Extended Medical Leave. An employee who exhausts his/her sick leave account and if applicable, FMLA leave entitlement and is unable to return to work due to the illness or injury shall be granted a leave of absence of sufficient duration to recover from the illness or injury but not to exceed two

(2) years, but in no event to exceed the employee's length of service. Additionally, such leave shall be conditional on the employee's usage of all available accrued paid leave benefits. An employee forced to take a vacation to extend a medical leave of absence will be granted an unpaid leave of absence to cover scheduled absences that would have been covered by vacation. The employee may be required to furnish periodic medical reports from a physician to justify the need for medical leave. The full cost of applicable group health and/or life insurance premiums, which come due during such leave is the responsibility of the employee. An employee returning from an extended medical leave shall be required to furnish a physician's statement that the employee is fully able to assume all of the responsibilities of his/her position.

19.03 Other Leaves. Any employee who wishes to absent himself/herself from his/her employment for any reason other than sick leave, funeral or any other reason specifically provided for in this agreement and who has utilized all available paid leave credits must make written application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing to the Communications Director at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence. Such request in writing shall also indicate whether the employee will pay any insurance coverage premium for which he/she is responsible during the requested period of such leave of absence, to-wit: The employee's share and the Employer's share of premiums on said insurance coverages, or whether the employee will execute a waiver and discontinue said insurance coverages. If the employee desires to continue said insurance coverage or coverages, he/she must pay the aforementioned premium (employee's share and Employer's share) in advance to the Employer prior to commencement of such leave of absence without pay.

19.04 Time off of three days or less may be granted at the employee's request upon approval from the Communications Director.

19.05 Emergency requests for leaves in excess of three (3) days under 19.03 above shall be submitted to the Communications Director or his/her designee and may be granted subject to approval by the Communications Director or his/her designee without the requirement for submission of the request in writing 15 days previous to the start of the leave.

19.06 Family and Medical Leave Acts (FMLA) - Leaves requested and granted pursuant to the state and/or federal Family and Medical Leave Acts (FMLA) are without pay except in those instances where provisions of the law(s) allow employee and/or employer substitution of paid leave (i.e. sick leave, vacation, compensatory time, holiday, etc.) credits. In such instances, the state and federal FMLA leaves and all paid leave utilized run concurrent and the FMLA leave entitlement limits are not extended.

19.07 Outside Employment While on Leave-An employee who is on sick leave or extended medical leave and who is found to be actively employed by another employer while on such leave shall be deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly does not conflict with the reason for the sick leave or extended medical leave. No leaves of absence shall be granted for the purpose of seeking or trying other employment.

## **ARTICLE XX. GRIEVANCE PROCEDURE**

20.01 Grievance. Any matter involving the interpretation, application, or enforcement of the terms of this Agreement, or a claim by an employee, employees or Union that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. Grievances must be presented in Step 1 within fourteen (14) calendar days of (1) the occurrence of the event causing the grievance; or (2) within fourteen (14) calendar days of the time that an employee reasonably should have known of the events causing the grievance or else the same shall be barred as a grievance.

Step 1. If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor, or the Communications Director either alone or accompanied by the Union Steward.

- Step 2. If the grievance is not settled at the first step within fourteen (14) calendar days, it shall be reduced to writing and presented to the Communications Director. If not resolved within five (5) working days, the Communications Director shall furnish the employee a reply in writing.
- Step 3. If the grievance is not settled at the second step and within fourteen (14) calendar days after the employee receives the reply in writing from the Communications Director, the grievance shall be submitted to the Grievance Hearing Committee (GHC). The GHC shall be comprised of the Human Resources Director, the Director of Administration and an "at-large" member selected by the Human Resources Director, with mutual agreement from the Association, from a rotating list of five (5) department heads. The participating "at-large" member shall not be affiliated with the grievant's department of employment. If the grievance is not resolved within fourteen (14) calendar days either party may submit the matter to Step 4 within five (5) calendar days following the expiration of the fourteen (14) calendar days aforesaid, or the matter will be deemed waived and finally settled.
- Step 4. Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing served on the opposite party by the party appealing, shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the staff to serve as the Arbitrator. The Arbitrator shall make a decision on the grievance which shall be final and binding on both parties.

TIME LIMITS: Time limits set forth above may be extended by mutual agreement in writing.

20.02 Discipline, Discharge and Suspension - No regular employee shall be disciplined, or discharged except for just cause. Written notice of the suspension, discipline, or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Association within twenty-four (24) hours if reasonably possible. Any grievance that may result from such action shall be considered waived unless presented in writing within seven (7) calendar days of the receipt of the notice by the employee. The grievance may be started at Step 2 or Step 3. An employee who has no disciplinary incidents for a period of two (2) consecutive years shall have all disciplinary actions/documentation expunged from his/her personnel records upon the employee's request.

## **ARTICLE XXI. LIABILITY**

21.01 The employees shall be protected from suit and/or liability in performance of their duties by the Employer pursuant to Section 895.46 Wisconsin Statutes.

## **ARTICLE XXII. NEGOTIATIONS PROCEDURE**

22.01 By August 1 of any year, the Association shall give notice of its requests for changes in the Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Taxation and Personnel Committee of the County Board of Supervisors.

22.02 Any mutual agreement reached in negotiations shall be recommended to the membership by the Association and recommended to the County Board by the Finance, Taxation and Personnel Committee for approval and adoption.

## **ARTICLE XXIII. BARGAINING UNIT BUSINESS**

23.01 The Association agrees to conduct its business off the job as much as possible. This Article shall neither operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such

as the posting of Association notices and bulletins. When Association business is conducted during working hours, employees shall first obtain permission from their immediate supervisor.

23.02 Business agents or representatives of the union having business with individual officers or individual members of the Association may confer with such officers or individual members of the Association during working hours for a reasonable time, provided that permission is first obtained from the Communications Director or ~~in his/her absence, from his/her~~ designated representative and provided such conferences be held in a location on the premises which will not interfere with the operations of the department or in an approved off premise location for a period not to exceed fifteen (15) minutes.

#### **ARTICLE XXIV. BULLETIN BOARD**

24.01 The Union is hereby granted permission to post notices, announcements and other legitimate materials on Association Bulletin Boards located on the premises subject to notification to the Communications Director or his designated representative. Such material must be signed by an officer of the Association. Any other material for posting must be approved by the Communications Director or designated representative.

#### **ARTICLE XXV. ENTIRE AGREEMENT**

25.01 The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

#### **ARTICLE XXVI. SEPARABILITY**

26.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.

#### **ARTICLE XXVII. NON-DISCRIMINATION CLAUSE**

27.01 The parties of this Agreement agree that they will not discriminate against any person on the basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status, pregnancy, sex, sexual orientation, age or handicapped status.

#### **ARTICLE XXIII. FAIR SHARE**

28.01 The Employer agrees it will deduct from the monthly earnings of all employees in the collective bargaining unit, an amount specified by the Association, such amount being the monthly dues certified by the Association as the current amount uniformly required of all members and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

28.02 Changes in the amount of dues to be deducted shall be certified by the Association 45 days before the effective date of the change.

28.03 As to new employees, such deduction shall be made from the first paycheck following the probationary period.

28.04 The Employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

28.05 It is further agreed that the Association as the exclusive representative of all employees in the Bargaining Unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the Unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Association. No employee shall be required to

join the Association but membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and By-Laws. No employee shall be denied Association membership because of race, creed, color or sex.

28.06 It is agreed that the County shall be saved harmless in case of any legal controversy regarding the "Fair Share Agreement".

#### **ARTICLE XXIX. UNIFORMS/CLOTHING ALLOWANCE AND DAMAGE TO PERSONAL PROPERTY**

29.01 Damage to Personal Property. Employees who, in the course of their duties, suffer damage or loss of their glasses, watches, or clothing shall be reimbursed for same provided such damage is reported at the time that such damage is caused, but in no event not later than the end of the shift on which the employee is working when such event occurs, and further such claim shall be reviewed and authorized by the Communication Director before reimbursement shall be made. Any denied by the Communication Director may be subject to the grievance procedure.

29.02 Uniform Allowance. Both parties agree to institute a uniform clothing appearance policy for on-duty employees, through a combination of County-purchased shirts and County-funded supplemental clothing allowance (start-up and annual thereafter) for other required uniform clothing/accessories; and agree to the following provisions:

- a) The County shall purchase six (6) uniform shirts for each employee.
  - 1) New hires shall receive the set of six (6) uniform shirts upon successful completion of initial training.
  - 2) Replacement shirts shall be purchased by the County on an as-needed basis, as determined by the County upon inspection/return of the shirt(s) to be replaced.
  - 3) All uniform shirts remain the property of the County, and shall be returned to the County upon the voluntary, or involuntary, termination of employment. If shirts are not returned to the County, the County may recoup the original purchase cost of such shirts on an employee's final paycheck, or through any other legal action deemed necessary.
- b) The County shall provide to all current employees (and to all employees hired thereafter) a "start-up" allowance of one hundred fifty dollars (\$150.00) to offset the purchase of any other required uniform clothing/accessories. For new hires, the start-up allowance shall be issued upon successful completion of probation.
- c) Effective January 1st, 2009, or the first January 1st following an employee's initial date of hire, the County shall provide to all employees an "annual" uniform allowance of one hundred twenty dollars (\$120.00), such allowance to be paid no later than January 15th of each year.
  - 1) Employees who complete their probationary period in January through June of the preceding year shall receive 100% of the annual uniform allowance for the calendar year following probation.
  - 2) Employees who complete their probationary period in July through December of the preceding year shall receive 50% of the annual uniform allowance for the calendar year following probation.
- d) Both the start-up and annual allowances shall be subject to normal payroll withholding.
- e) Uniform shirts provided to employees by the County shall only be worn for work-related purposes, which include travel to and from the work site, training sites, and incidental errands while en route to/from work, training, and other work-related events as authorized.

### ARTICLE XXX. NO STRIKE. NO LOCKOUT

30.01 No Strike. The Association agrees that for the duration of this Agreement, Association Officers, representatives, or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with the operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Association thereof, the Association shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout, or interruption or impeding of work.

30.02 No Lockout. The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

### ARTICLE XXXI. TERMINATION CLAUSE

31.01 THIS AGREEMENT shall be effective as of the 1st day of January, 2011 and shall remain in full force and effect through the 31st day of December, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1<sup>st</sup> day of August of any year in which the Agreement is in force that it desires to modify this Agreement.

31.02 THIS AGREEMENT shall remain in full force and be effective during the period of negotiations, except that in the event that either party desire to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands the 11<sup>th</sup> of March, 2011.

#### For the ASSOCIATION

Thomas E. Gorioli  
Association President

N/A  
Association Vice-President

N/A  
Association Secretary/Treasurer

James Thompson  
WPPA/CER Div. Business Agent

#### For the EMPLOYER

Allen Shuechel  
County Executive

Mark Horrell  
County Board Chair

Yusuf Kreiberg  
County Clerk



**EXHIBIT A-1**

**FOND DU LAC COUNTY COMMUNICATION'S DEPARTMENT**

**Effective 12-26-10 (0% ATB) Guarantee no layoffs or furloughs for 2011**

<b>CLASSIFICATION</b>	<b>PROB.</b>	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>	<b>STEP V</b>
Time Interval Between Steps	Full Time Part Time	6 Months 1040 Hours	12 Months 2080 Hours	12 Months 2080 Hours	12 Months 2080 Hours	12 Months 2080 Hours
Dispatcher	20.41	20.81	21.22	21.65	22.06	22.63

**EXHIBIT A-2**

**FOND DU LAC COUNTY COMMUNICATION'S DEPARTMENT**

**(Effective 12-25-11 (CPI\*\* adjustment not to exceed 2%ATB)**

**(To be determined)**

<b>CLASSIFICATION</b>	<b>PROB.</b>	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>	<b>STEP V</b>
Time Interval Between Steps	Full Time Part Time	6 Months 1040 Hours	12 Months 2080 Hours	12 Months 2080 Hours	12 Months 2080 Hours	12 Months 2080 Hours
Dispatcher						

\*\* CPI is defined as the Consumer Price Index for All Urban Consumers as established by the Department of Labor Bureau of Labor Statistics. The adjustment will be based on the trailing 12 months rate at the effective date of the wage increase.